

# COLLECTIVE AGREEMENT

Between

G4S CASH SOLUTIONS (CANADA) LTD.  
PRINCE GEORGE



And

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION  
(CAW-CANADA) LOCAL 114



[www.caw.ca](http://www.caw.ca)

February 1, 2012 to January 31, 2015

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THIS AGREEMENT entered into this 12<sup>th</sup> day of January, 2012.

*Between:*

G4S Cash Solutions (Canada) Ltd.  
2344 Queensway Street,  
Prince George,  
British Columbia, V2L 1M7

*And:*

National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW Canada) Local 114

## **PREAMBLE**

WHEREAS it is the desire of the Union and the Employer to enter into an Agreement governing the wages, hours of work, and working conditions of the employees of the Employer in the classifications listed in Article 43 of the Agreement and to prevent strikes, lockouts and other work stoppages during the term of the Agreement.

## **ARTICLE 1 - BARGAINING AGENCY AND DEFINITIONS**

### **1.01 Bargaining Agency**

The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority as amended or agreed by the parties from time to time (Prince George, Terrace, Quesnel and Dawson Creek).

### **1.02 Employee**

The term employee as used in this Agreement shall apply to any person performing work in any job classification which is covered by the Certificate of Bargaining Authority and/or this Agreement, and excludes Management and/or Supervisory employees exercising management functions, sales and the dispatcher.

### **1.03 New Classifications**

In the event that an employee performs work covered by the Certificate of Bargaining Authority and/or this Agreement and there is no previously established classification or wage rate covering the work performed, the Union and the Employer shall immediately negotiate a classification and wage rate.

Failing agreement by the parties, the matter shall be referred to a Board of Arbitration as provided for in this Agreement, who shall have the power to establish such classification and rate.

#### **1.04 Regular Full-Time Employees**

Regular Full-Time Employees are those employees who are regularly scheduled for and guaranteed forty (40) hours of work per week.

#### **1.05 Regular Part-Time Employees**

Regular Part-Time Employees are those part-time employees who are not scheduled for or guaranteed forty (40) hours per week but, are available to work for the Employer at all times and make the Employer their principle place of employment and who work thirty-six (36) hours or more per week, exclusive of filling in for W.C.B., sickness, vacation, and absenteeism for no more than a three (3) month period.

#### **1.06 Regular Casual Employees**

Regular Casual Employees are those employees who are not regularly scheduled for nor guaranteed thirty-six (36) hours per week. The senior dedicated casual shall be guaranteed but not limited to forty (40) hours available weekly work if available. The second senior casual employee will be guaranteed the remaining hours if available.

All casual employees who wish to make (Canada) Ltd. their primary place of employment and are able to comply with the conditions within the declaration are required to sign the declaration upon successful completion of their probation. The status of personnel signing the document will be placed on the list in order of the date signed.

To review the current criteria for Declared Casual the following is provided:

- (a) You must be regularly available to work for G4S Cash Solutions (Canada) Ltd. at all times and have signed the Declaration letter to that effect.
- (b) You will ensure that all other forms of employment in nature are secondary in nature and will at no time conflict with your Declaration.
- (c) You must have successfully completed your initial probationary period.
- (d) You must sign the appropriate form and submit it to a member of management.
- (e) You must be willing to fill general holiday and special holiday call out assignments to meet staffing requirements.
- (f) You must accept assigned duties assigned duties and or training offered in all departments.
- (g) The date of an employees declared status will begin on the date that the form is received and signed by a member of management.

In future all new hires will be issued the appropriate form at the time of hiring and they must submit it at any time after they have completed their probationary period. Any casual who does not yet have a form and wishes to become a declared casual must obtain one from a member of management.

The onus is on the employee to make his or her wish to become a declared casual

known to management and to submit the appropriate forms in a timely manner. Management will in turn ensure that the newly declared casual is added to the list in a timely manner and a copy of the declaration is added to their employee file.

Declaration:

This is to certify my wish to be placed on the Declared Casual list. I understand that applying for this status I am declaring my intent to make Securicor my primary place of employment and will make myself available to the Employer for all duties assigned.

I also understand that available work will be offered to the declared casual in order of date of submission. My weekly entitlement, if available, will be a maximum of five (5) shifts determined by the company, once all of the available has been offered to any other eligible employees. I may be required to work or request a sixth (6<sup>th</sup>) shift as assigned. All other forms of employment are secondary in nature and will at no time conflict with any responsibilities under declaration.

I agree to accept assigned duties and or offered training in all departments of Securicor as a condition of this declaration.

I am aware that I may be required to fill general holidays and special call out assignments in the event the Employer has insufficient numbers of regular employees to fulfill such assignments.

#### **1.07 Probationary Employees**

Notwithstanding anything in this Agreement, an employee shall be on probation for a period of one hundred eighty (180) days from the date of hiring or five hundred twenty (520) hours whichever is least by the Employer.

During the probationary period, the Employer may terminate a probationary employee's employment for any single or combination of reason(s) which is determined as being sufficient cause within the purpose and context of the probationary period and may be subject to the Grievance Procedure. After completing the probationary period the employee's seniority will begin from the date of hire.

#### **1.08 Probationary Period**

The probationary period is defined as the initial one hundred eighty (180) day or five hundred twenty (520) hour employment period of a new employee, whichever is least, which provides for on-the-job training (training to be done by qualified (Canada) Ltd. Management personnel) adaptation and the performance of the responsibilities established within any job classification.

It provides the employee with a practical work experience and exposure to the Company, its operations and the job responsibilities to which the employee is assigned.

It also provides the Employer with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which he was employed. There may be an extension with both parties have a mutual agreement.

### **1.09 Safety and Security**

It is understood and agreed that security is of prime importance to the safety and welfare of the employees and to the operation of the Employer's business.

### **1.10 Location**

Location shall mean a place of business or the employer.

## **ARTICLE 2 - DURATION OF AGREEMENT**

### **2.01 Duration of the Agreement**

This Agreement shall be for the period from and including February 1, 2012 to and including January 31, 2015. Either party to this Agreement may, within four (4) months immediately preceding January 31, 2015, give to the other party written notice to commence collective bargaining.

### **2.02 Agreement Continuation**

After expiry of the term of this Agreement and subject to the limitations necessarily resulting from the exercise of the right of the Parties under Part 1 of the Canada Labour Code, including the right to strike or lockout, the terms and condition of employment as set out in the Agreement will be observed and not varied except by the parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

### **2.03 Exclusions of the Code**

The operation of Section 67, sub-section (5) the Canada Labour code is hereby excluded.

### **2.04 Interests of the Industry**

The Union as well as the members thereof, agree at all times as fully as it may be within their power, to further the interest of the Armoured Car Industry and of the Employers at all times while this Collective Agreement is in force.

## **ARTICLE 3 - UNION SECURITY**

### **3.01 Management Rights**

The Union recognizes the right of the Employer to hire whomever he chooses, subject to the seniority provisions contained herein. The Employer shall, however, give the Union equal opportunity to refer suitable applicants for employment, provided, the Employer shall not be obligated to hire such applicants.

### **3.02 Union Membership Required**

All employees covered by the Union Certification must become and remain members of the Union in good standing as a condition of employment with the Employer.

### **3.03 Loss of Union Membership**

Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Employer shall upon written notification from the Union, discharge such employee.

### **3.04 New Hires to Become Union Members**

The Employer agrees that when he hires new employees, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same in to the Union office immediately. When new employees are hired they shall receive a copy of the collective agreement. The Union shall provide copies of same.

### **3.05 Paid Collective Bargaining**

The Company agrees to cover the benefit costs and all regularly scheduled straight time for up to two (2) Union Bargaining Committee personnel employed by the Company spent in collective bargaining.

### **3.06 Copies of the Agreement Provided**

Each employee will be provided with pocket-sized copies of the collective agreement which will be printed in a union printing shop at the Company's expense.

Sufficient copies will be printed so as to supply all current employees and anticipated employee turnover, twenty - five (25) copies supplied to the Union and additional copies necessary for the ongoing collective agreement administration.

### **3.07 Paid Education Leave**

The Company agrees to pay into the CAW Leadership Training Fund three cents (\$.03) effective February 1, 2012 per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW. Cheques shall be made payable to:

CAW Leadership Training Fund  
205 Placer Court  
Toronto, Ontario, M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for up to twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

## **ARTICLE 4 - DEDUCTION OF DUES, ETC.**

### **4.01 Dues Check Off**

The Union shall each month mail to the Employer a check off form, in duplicate, setting out the name of each employee in the Union and the amounts of dues etc. they owe.

The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees, as well as following the procedure set out in 4.04 herein.

### **4.02 Dues Check off Form**

All Employees referred to above will be required to sign authorization for check off of Union dues, fees and assessments, which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such check off shall be irrevocable during the term of this Agreement.

### **4.03 Funds Forwarded to the Secretary Treasurer**

The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees and assessment which may be levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of each following month, and one (1) copy of the check off list as mentioned above.

### **4.04 New Hire Dues**

The Employer shall deducted from each new employee an amount equal to the Union's dues, fees and assessments, from the employee's first (1<sup>st</sup>) payroll and add that employee's name and the said amount to the closest applicable check off. (i.e., If the check off for that month has not been remitted to the Union, it shall be added to that check off: if the month's check off has been remitted, it shall be added to the following month's check off and shown as the previous month worked.

## **ARTICLE 5 - UNION ACTIVITIES OF EMPLOYEES AND LEAVES OF ABSENCE**

### **5.01 Union Time Off**

The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference of function, provided all request for time off are reasonable and do not interfere with the operation of the business.

### **5.02 Maintenance of Seniority**

During an authorized leave of absence, an employee shall maintain and accumulate seniority.

### **5.03 Injury on the Job**

(a) When an employee suffers an injury off the job, or suffers any illness preventing

them from reporting to work, they will automatically be granted a leave of absence without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan, until such time as their doctor states such employee can return to work.

- (b) The Company reserves the right to require the employee to be examined by a doctor selected by the Company which examination shall be paid for by the Company. Such absence will not exceed two (2) calendar years by mutual consent of the parties.
- (c) When an employee suffers any illness or injury they shall advise the Company of their absence.

If an employee is to be off on Short Term Disability, their doctor will give written notice stating the anticipated return to work.

In the event that the employee's absence is extended, the employee will advise the company of the new anticipated date of return to work, with a medical note.

#### **5.04 Medical Leave**

When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer (as soon in advance as possible and preferably with a minimum of two (2) hours' notice in advance of his actual starting time) so adequate replacement may be made if necessary. Employees must keep the Employer and the Union notified of their correct address and phone number at all times.

It is required that employees on sick or injury leave advise the employer as to his availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours' notice in advance of his availability.

#### **5.05 Funeral Leave**

In case of death in the immediate family, the regular employee affected shall be granted compassionate leave of absence, with pay, during his next three (3) consecutive working days at his daily guarantee of what he would have earned had he worked.

Immediate family means: spouse, parents or stepparents of employees and spouse, children, sister or brother, sister-in-law, brother-in-law, grandparents and grandchildren, and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

If an immediate brother's or sister's child or spouse's brother's or sister's child passes way, the employee will be granted one (1) day off with pay to attend the funeral.

#### **5.06 Jury and Witness Duty**

- (a) All time lost by a regular full-time employee due to necessary attendance on jury duty or any work related court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee.

All regular full-time employees shall make themselves available for work for the

Company during said period when they are not required to serve on the jury. Once an employee is released from jury or witness duty, they shall be returned to the job classification and pay rate they were on prior to such duty wherever practicable.

All jury duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Company by endorsement of jury duty cheque and/or witness fees to the Company.

- (b) Regular part-time employees required to serve on a jury or any work related court proceedings, where subpoenaed as a witness shall be paid the difference between the jury fees and their scheduled hours of work for each week they are required to serve on the jury, provided they are available to work for the Company during said period when they are not required to serve on the jury.
- (c) It is agreed that "work related court proceedings" shall include any time lost from work in consultation with legal counsel and/or in court proceedings where an employee is called to give evidence or act as a witness or advisor with respect to any event/s that occurred during the employee's paid job functions with the Company.

#### **5.07 Full Time Union Position**

When an employee covered hereunder is either elected or appointed to a full-time job with the Union, he shall be granted a leave of absence for a maximum period of one (1) year.

Such employee shall not be entitled to any of the provisions of this Agreement but shall accumulate seniority during such leave of absences.

#### **5.08 Leaves for Other Reasons**

- (a) If an employee desires a leave of absence for reasons other than those referred to above, they must obtain permission, in writing, for the same from the Company.
- (b) No legitimate and reasonable request will be denied. If the leave of absence is to extend a vacation then it must be in accordance with Article 14.01. However, except for emergency conditions, leaves of absences shall be limited to one (1) per year, not to exceed three (3) months.

#### **5.09 Leave of Absence - Permits**

Any employee who requires a Driver's License, PAL or ATC for the performance of their duties who has their driving license, Possession and Acquisition License or Authorization to Carry, is suspended or revoked by Government agency or proper authority, shall be given the opportunity to perform alternate work for which he/she is qualified.

The Union and the Employer will meet to discuss the movement to such alternate work but no new work will be created and no other employee will be laid off to accommodate this employee.

If no such alternate work is available, the employee shall be given a leave of absence

without pay until his/her permits have been restored.

Subject to:

- (a) the incident, resulting in the suspension of a license, must be non-job related nor an indictable offence.
- (b) the suspension must be a first offence.

The suspension will remain part of the employee's record for two (2) years.

Should an employee lose these permits on a second occasion, he/she may be terminated from employment subject to the grievance procedure.

### **5.10 Outside Employment**

Employees may accept other employment as long as it is not with a competitor, and as long as it not with a competitor or a customer where a conflict of interest may occur and as long as it does not affect their performance in their job with the Company.

In any instance where an employee accepts other employment without the consent of the Employer, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.

### **5.11 Maternity and/or Paternal Leave**

- (a) A leave of absence will be granted to the father for one (1) day upon the birth of a child or to attend the homecoming of the child.
- (b) Maternity and/or Parental leave will be granted in accordance with the Federal government legislation.

## **ARTICLE 6 - SHOP STEWARDS**

### **6.01 Shop Stewards**

There shall be one (1) Shop Steward and one (1) alternate appointed, if the Union so wishes, to see whether the members of the Union and the Employer follow the provision of this, and to report any infractions of such provisions to the Manager, who shall promptly deal with same. Such Shop Stewards shall be appointed by the Union and shall be employees of the place in which they are a Steward. There shall be no discrimination against the Shop Stewards for lawful Union activities and the Shop Steward shall not let their duties unduly interfere with their regular work assignment.

### **6.02 Limitations**

The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

### **6.03 Recognition of the Shop Steward**

The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or

departments for which he is chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.

#### **6.04 Union Notification**

The Union will advise the Employer of the identity of all Stewards and will also give notice in writing, within twenty-four (24) hours of any new appointment or removal thereof.

#### **6.05 Grievances Taken Up on Company Paid Time**

Shop Stewards shall be permitted to take up grievances during working hours without loss of pay and will be paid at straight time rates of pay.

#### **6.06 No Interference with Work**

The Union agrees that its representatives will conduct business in such a manner as to not duly interfere with the work and/or service schedules.

#### **6.07 Discharge of a Shop Steward**

If the Employer discharges the Shop Steward, the Union shall be advised prior to such discharge.

### **ARTICLE 7 - UNIFORM & WORK CLOTHES**

#### **7.01 Uniforms**

The Employer shall furnish and pay for uniforms equipment for employees as required. The style and quantity of specific items shall be determined by the Employer. Such uniforms shall remain the property of the Employer. All uniform items, including shirts, shall be replaced on a one (1) to one (1) basis only when deemed appropriate by management. The Employer shall direct the appropriate uniform dress code.

Vault: (Same entitlement as any employee that has a current ATC or P.A.L. - also known as road crew)

#### **7.02 Lockers**

Each employee shall be assigned a locker. Once assigned, the locker shall be considered as the employee's private property and no one may open and/or search an employee's locker unless that employee is present or for security considerations when the Employer representative must be accompanied by a Union Representative.

#### **7.03 Replacement of Uniforms**

Items of the uniform equipment shall be replaced as needed and shall remain the property of the Employer. Items of uniform equipment must be returned to the Employer upon termination of employment.

#### **7.04 Bullet Resistant Vests**

All road crew employees (armoured and service) will be supplied with a bullet resistant garment that must be worn while on duty, replacement vests will be provided upon expiry. All bullet resistant garments must be returned to the Company upon an employee's resignation or termination from the Company.

#### **7.05 Shoe and Boot Allowance**

The Company will provide to all employees seventy-five dollars (\$75.00) towards the purchase of black C.S.A. approved shoes or boots once every two (2) years upon presentation of a receipt. Color of footwear for in plant personnel will be at the discretion of management.

### **ARTICLE 8 - UNION NOTICES**

#### **8.01 Union Notice Board**

The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees. Copies of same will be given to the Employer.

The following items must be posted on said Notice Board.

- (i) A copy of this agreement.
- (ii) Seniority lists to be revised every six (6) months and a copy to be sent to the Union.
- (iii) All notices other than the Agreement and the Seniority Lists shall be removed from the Union notice Board after a reasonable period time, not to exceed thirty (30) calendar days.
- (iv) The Company will post overtime assignments.

### **ARTICLE 9 - CONFLICTING AGREEMENTS**

#### **9.01 No Other Agreements**

The Employer agrees not to enter into any oral or written agreement or a contract with employee(s) covered by the Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute Canada.

#### **9.02 Negotiations with the Sole Bargaining Agent**

The Employer agrees that before affecting any final wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

## **ARTICLE 10 - PROTECTION OF RIGHTS**

### **10.01 Right to Refuse to Cross a Legal Picket Line**

The Employer shall not require any Union member to cross a legal picket line or to accept any product or goods from any person or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against.

### **10.02 Labour Organization Assistance**

The Employer recognizes the Union's right to render assistance to other Labour organizations provided, however, this provision shall not be construed so as to permit work stoppages in violation of this Agreement.

### **10.03 Dues Contributions**

All Union dues contributions are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made.

## **ARTICLE 11 - TRANSFER OF TITLE OR INTEREST**

### **11.01 Transfer or Sale of the Company**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood and agreed the foregoing shall not apply in those cases when the Employer sublets service to an individual customer or customers to another company when it becomes impractical for the Employer to continue service to that customer or customers.

### **11.02 No Leasing**

It is understood by this Section that the parties hereto shall not use any leasing device to a third party for the sole purpose of evading this Agreement.

### **11.03 Notice to Third Parties**

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operation covered by this Agreement or any part thereof.

Such notice shall be in writing and a copy thereof shall be delivered to the Union prior to the time the Employer executes the contract of sale, lease or transfer.

#### **11.04 No Requirement to Purchase**

The Employer shall not require, as a condition of continued employment that an employee purchase or assume and proprietary interest or other obligation in the business.

### **ARTICLE 12 - GRIEVANCE PROCEDURE**

#### **12.01 Definition of a Grievance**

Any complaint, disagreement or difference of opinion between the Employer and the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, authorized Agent or the Union or authorized Agent of the Employer may present a grievance. Any grievance which is not presented in writing within ten (10) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

The ten (10) day period for presenting a grievance shall be broken up as follows: First five (5) day period shall be used for verbal discussion between the griever and his immediate Supervisor concerned.

The Supervisor will make every effort to provide an answer within this five (5) day period. If the matter is not resolved, the second five (5) calendar day period shall be used for the griever to put the grievance in writing.

NOTE: The employee shall take up his grievance as soon as possible. The ten (10) day periods are maximum periods, not minimum periods. If no agreement is reached the matter may be submitted in writing prior to the first ten (10) day period having expired.

#### **12.02 Steps of the Grievance Procedure**

The Steps of the Grievance Procedure shall be as follows:

##### **STEP 1**

The employee shall take up his grievance with his immediate supervisor. The employee shall have the right to be accompanied by his Shop Steward. The Employer shall take up his grievance with the employee involved who shall have the right to be accompanied by his Shop Steward.

Any grievance processed by the Union or the Employer beyond Step 1 of the Grievance shall be outlined to the other party prior to the meeting to take place under Step II.

##### **STEP 2**

Should a solution not be reached in Step 1, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with the Manager or his designate.

Notwithstanding the above, if an authorized agent of the Union claims a violation of this Agreement, he may invoke the Grievance procedure at Step II as the grieving party on behalf to the Union or on behalf of any employee or employees concerned. If the Employer claims a violation of this Agreement, an authorized Agent of the Employer may also invoke the Grievance procedure at Step II.

Failing settlement of the dispute at the stage where the Union Representative and the Manager meet, as set out above, the matter shall be taken to Arbitration as set out herein. If both parties agree by mutual consent they may go to cause 12.03.

It is understood an authorized Agent of the Union is the Business Agent concerned, or another Business Agent of the Local Union or their Supervisors, and an authorized Agent of the Employer is the Branch Manager or his/her Superiors.

### STEP 3

The party desiring arbitration shall notify the other part in writing of its intention to go to arbitration. A sole arbitrator shall be chosen to act in this capacity. Such sole arbitrator shall be chosen by mutual agreement between the parties.

If the Arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without of pay and will all his rights, benefits and privileges which he would have enjoyed if the discharge or suspension had not taken place, provided that it is shown to the arbitrator that he employee has been in receipt of wages during the period between discharge or suspension and reinstatement or improper layoff the amount so received shall be deducted from wages payable by the Employer pursuant to this clause, and provided that the Arbitrator, if circumstances are established before it, which in the opinion of the Arbitrator, make it just and equitable to do so, shall have the right to order the employer to pay less than the full amount of wages lost or to pay not lost wages at all.

The Arbitrator shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in this Agreement, or to give any decision inconsistent with the terms of this Agreement.

Each of the parties here to will equally bear the expenses of the Arbitrator appointed.

The decision of the Arbitrator shall be final and binding upon the parties. All disputes arising between the Employer and the Union shall be submitted to this Grievance Procedure and there shall be no strike, work stoppage, or other interruption of the Employer's business or no lockout during the term of this Agreement.

### **12.03 Discharge Grievances**

Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, in writing, require the Employer to give him reasons for his discharge or suspension, and the Employer will give such reasons to him in writing within seventy-two (72) hours of such request; the seventy-two (72) hours to be exclusive of Saturdays, Sundays and Holidays.

#### **12.04 Section 57 sub-section (6) Excluded**

The provision of Section 57, sub-section (6) of the Canada Labour Code is excluded, except by mutual consent of the parties.

#### **12.05 Adverse Statements**

If adverse statements are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within twenty (20) days of the event giving rise to or knowledge thereof the event otherwise it shall be null and void.

This article will not conflict with the employee's rulebook. Employees shall receive a copy of any verbal, written or disciplinary letters that are placed on their file, with a copy to the Union. Such letters shall become a permanent part of the employee's work history.

#### **12.06 No Compounding of Discipline**

Verbal, written, suspensions, or disciplinary letters shall not be used for the purpose of compounding discipline with the time frames outlined below. If a reoccurrence of the same similar infraction exists with the same time frame, progressive discipline may apply: Notices of an employee's files shall be removed as follows:

- (1) Letters of reprimand or discipline up to and including a one (1) day suspension, one (1) year from date of occurrence.
- (2) All others in excess of the above, two (2) years from date of occurrence.

It is the intent of both parties to use the discipline procedure to correct and assist employees. It is recognized by the parties that strict compliance with the confidentiality of security is an absolute necessity.

An employee shall have access to his personal file at any time during working hours with or without a Steward present.

#### **12.07 Arbitration**

The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, then the employer will pay for all time lost by an employee as a result of such employee being called on to appear as a witness, providing that the Arbitration Board decides that the testimony of the witness was essential to a just and proper decision in the case.

### **ARTICLE 13 - PAYDAY AND PAY STATEMENTS, ETC.**

#### **13.01 Pay Dates**

All employees covered by this Agreement shall be paid not less frequently than every second Friday, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. Payment shall be by means of direct deposit into a bank account of the employees' choice.

### **13.02 Pay Statements**

The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee.

Such statement shall set forth the total hours worked, total overtime hours worked (either time and one-half (1 ½ x) or double time (2 x)), the rate of wages applicable and all deductions made from the gross amount of wages.

### **13.03 Errors**

When there is an error of short payment or any other type of error, this shall be corrected as soon as possible. Manual cheques may be issued for any errors over one hundred dollars (\$100.00).

### **13.04 T-4 Slips**

The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of the employee.

## **ARTICLE 14 - ANNUAL VACATIONS**

### **14.01 Annual Vacation**

- (a) No later than January 1<sup>st</sup> of each year, the Employer shall post a vacation list or lists on the Bulletin Board, and each employee shall, in order of seniority, apply for his vacation on such list at a time same is desired, and such request must be completed by March 1<sup>st</sup> of each year.
- (b) It is the Employer's responsibility to ensure that employees sign up for vacations in an expedient manner and eliminate any delays on the part of any employee in exercising his entitlement for vacation selection. No employee will be by-passed without notice in writing from the Employer.
- (c) Vacation entitlement should be limited to two (2) employees from route/ABM and one (1) from the Cash Cage at any one time. Terrace and Quesnel only one (1) person off at any time. Through peak periods (June 15 through September 15 and December 10 through January 10). Employees wishing to split their vacation shall exercise seniority rights in the choice of the first vacation period, providing only a maximum of two consecutive weeks are posted in prime time.

They are entitled to post the remaining vacation time available to them outside of prime time.

Seniority shall prevail in the choice of the second vacation period, but only after all other first choice vacation periods have been posted.

Time limit on first vacation period will be March 31, as the vacation planner is posted January 1. Only one (1) employee will be allowed vacation during the period December 10 through January 10.

- (d) Inasmuch as the Employer will recognize the vacation period(s) selected by the employee(s), the Employer reserves the right to amend vacation schedules to a time mutually agreed upon by the employee and the Employer in order to ensure continuous operation capability and efficiency.
- (e) The difference between the hours of pay entitlement and the percentage entitlement applied to their annual gross earnings for the previous year to which they are receiving their vacation shall be paid out once per year on the last vacation request of the year.

#### 14.02 Vacation Entitlement

The vacation entitlements are as follows:

Service Requirement Years	Entitlement	Hours of Pay	Percentage of Earnings
One (1) year	Two (2) weeks	80 hours	4%
Three (3) years	Three (3) weeks	120 hours	6%
Eight (8) years	Four (4) weeks	160 hours	8%
Fourteen (14) years	Five (5) weeks	200 hours	10%
Twenty-one (21) years	Six (6) weeks	240 hours	12%

Regular full-time and regular part-time employees will received vacation pay on the basis of their hours of pay entitlement at the rate of pay they were receiving at the date of taking their vacation or at the percentage entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation, whichever is greater.

#### 14.03 Qualification

For the purposes of determining and anniversary year of employment to qualify a regular full-time or regular part-time employee for vacation and vacation pay, the parties agree that when a regular full-time or regular part-time employee has worked a minimum of twelve hundred and fifty (1250) hours in the employee's anniversary year, the employee shall be eligible for vacations and vacation pay as set out herein.

It is understood that an employee's date of hire as a regular full-time of regular part-time employee shall be used to determine the start of his anniversary year. Vacation pay shall be given prior to an employee leaving on vacation.

To ensure that the vacation pay is available, it is recommended that the employee request vacation pay two (2) weeks' prior to his taking his vacation.

#### 14.04 Less Than 1250 Hours

Regular full-time and regular part-time employees who shall have worked less than twelve hundred and fifty (1250) hours in their last anniversary year will be paid the appropriate percentage of their gross pay; that is four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), based on their length of service, earned during their last completed anniversary years. Vacation time off shall be taken on a pro rata basis.

#### **14.05 Termination of Employment**

In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.

#### **14.06 Payment to be Made for Earnings**

In the event of a regular full-time or regular part-time employee leaving the employ of the Employer after he had his vacation he earned for the previous anniversary year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his pay for the anniversary year in which he ends his employment for which no vacation has been paid.

#### **14.07 Written Statements**

Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation pay was calculated (i.e. on a percentage or weekly guarantee).

A separate payroll will be made up for payment of vacation benefits.

#### **14.08 Casual Employee's**

Casual employees shall receive vacations and vacation pay in accordance with the minimum requirements of the Federal Code and receive their vacation pay on each pay period.

An employee's part-time and regular full-time seniority shall apply for any vacation entitlements over and above the minimum requirements of the Federal Labour Code as set out in the collective agreement.

#### **14.09 Re-Location**

In the event an employee relocates from one branch to another within the bargaining unit, the employee shall retain his overall seniority for determination of vacation entitlement and branch seniority for vacation selection.

### **ARTICLE 15 - GENERAL HOLIDAYS**

#### **15.01 General Holidays Defined**

The following days shall be recognized as Holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

## **15.02 Straight Time Pay**

All regular full-time employees shall be paid as per their daily guarantee straight time pay for all such Holidays regardless of which day in the week the Holiday falls. Such hours shall be added to the accumulated hours for the week for the purpose of satisfying the weekly guarantee.

Regular part-time and casual employees shall be granted Holiday credit in accord with the provisions for Provincial holidays.

## **15.03 Requirement to Work and Payment for a General Holiday**

Employees who shall be required to work on a General Holiday or employees who are required to be out of town on a General Holiday shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay at one and one half (1 ½x) times the regular hourly wage rate applicable to the classification to which they are assigned on such work.

Such hours shall not be added in the accumulated hours of work for that week. Regular shifts for ABM shall not be adjusted during periods in which a General Holiday falls.

## **15.04 Designated General Holiday**

Employees who work a shift where some or all of the hours fall on the General Holiday, shall in addition to their regular holiday credit, receive pay in accordance with the following:

- (a) One and one-half (1 ½) for all hours of the shift worked where fifty percent (50%) or more of the regularly scheduled shift hours fall on the designated holiday, or
- (b) Straight time (1x) for all hours of the shift worked where less than fifty percent (50%) of the regularly scheduled shift hours fall on the designated holiday.

Employees who work a shift on their designated General Holiday, shall, in addition to their regular holiday credit, receive one and one-half times (1 ½x) the regular hourly wage applicable to the classification to which they are assigned for such work designation holiday.

## **15.05 Holiday Falling During Vacation**

- (a) If a recognized Holiday occurs during an employee's vacation or on the employee's regular scheduled day off, the employee shall receive a day off with pay at a mutually agreed upon time or a day's pay, whichever the employee chooses.

If no mutually agreed upon date, the scheduled day off will be taken adjacent to the holiday

- (b) Employees who work on a general holiday shall receive a day off adjacent to time off or will automatically be paid in the appropriate pay period. The employee must notify the employer two (2) weeks prior to the statutory holiday if they are to take the time off, otherwise they will be paid out.

### **15.06 Holiday Falling During Accident or Illness**

Regular full-time employees absent from work by reason of accident or illness not in excess of one hundred and twenty (120) days shall receive pay for General Holidays as designated herein; however, the combination of holiday pay, sick pay, Workers' Compensation and/or Weekly Indemnity shall not result in the employee receiving more pay than for the employee's regularly scheduled work day.

### **15.07 Additional Holiday Declared**

If during the life of this Agreement, the Federal or Provincial Government declares or proclaims any other day than those listed herein as a Holiday, then employees shall receive said day off with pay as set out herein.

## **ARTICLE 16 - SEPARATION OF EMPLOYMENT**

### **16.01 Payment Upon Termination**

If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer as soon as it is practicable, and in any event not more than six (6) calendar days.

### **16.02 Employee Quits**

If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6th) day.

### **16.03 Record of Employment**

The Employer shall give an Unemployment Insurance Commission Record of Employment Certificate to any employee who separates from employment for any reason within six (6) calendar days of the last day worked.

## **ARTICLE 17 - SENIORITY**

### **17.01 Seniority**

Two (2) separate Seniority Lists will be maintained by the Employer at each location covered by this Agreement.

- (a) Route Personnel /ABM;
- (b) In-plant Personnel

### **17.02 Transfer on a Seniority List**

Any employee transferred from one (1) Seniority List to another Seniority List shall maintain his overall employee's seniority provided that any employee who transfers from one (1) Seniority List to another, whether it be a Seniority List at a location or Seniority Lists between different locations, shall be at the bottom of the list for all functions that

affect employees on that list.

Regular part-time employees from either list may fill in on either list without affecting their seniority.

### **17.03 Seniority List Provided to the Union**

The Employer shall supply the Union with seniority lists every six (6) months. The seniority lists shall set out the name of all employees and date of employment.

Seniority for full-time and part-time employees shall be in accordance with Article 1 (1.07).

### **17.04 Seniority Applied**

If a full-time or part-time position becomes available, and the most senior casual applies for the position, they will be given priority over other casuals providing they are qualified. Seniority for full or part-time employees will commence from date of full or part-time status.

Seniority for regular casual employees to commence from date of commitment letter. Any employee moving from one (1) classification to another, from casual to part-time, part-time to full-time, shall be deemed to have served his/her probationary period and shall be entitled to the appropriate rate of pay for work performed.

### **17.05 Lay-Off and Recall**

The lay-off and recall of employees will be based on seniority on each of the Seniority Lists, provided that in the event that two (2) or more employees have the same Seniority, then overall seniority shall govern; that is, the last hired will be the first laid off and the last laid off will be the first recalled.

Layoffs and recall by seniority shall be subject to qualifications and ability. An employee shall receive five (5) days' maximum training in each classification before being laid off out of seniority.

The employee must request training. If an employee fails a classification at the time of lay-off, he may still become qualified at a later date if he has performed the job satisfactorily during the interim period.

### **17.06 Promotion**

When an employee has been promoted to another classification or transferred to another position (within or outside the bargaining unit) and after a reasonable trial period not to exceed one hundred and eighty (180) days during which period an employee may be found to be unsatisfactory by the Employer for the new classification or position or the employee may decide he does not wish to continue in the classification or position then he shall be restored to his former position and shall retain his seniority therein.

Protection of seniority for an employee promoted outside the bargaining unit shall apply only once during the term of this Agreement to any individual employee.

### **17.07 Length of Service**

Seniority shall be length of service within the bargaining unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.

### **17.08 Demotion**

Regular full-time employees, who have been demoted to the status of part-time employees, shall hold top seniority among the part-time employees on their respective Seniority Lists, shall have first call to assignments with greater earning opportunities, and shall be the first in line for promotion to regular full-time status.

This shall also apply to regular part-time or regular full-time employees who have been demoted to casual status. The same provisions of 17.05 regarding the qualifications and ability and the training period shall also apply to this Section.

### **17.09 Guaranteed Number of Hours**

Whenever the guaranteed number of hours of work per week shall be regularly available to individual part-time employees, in excess of the regularly scheduled work then guaranteed to regular full-time employees and exclusive of relief work performed for employees who are absent or on vacation, emergency and special Sunday, holiday and night work, then the senior regular part-time employee on the appropriate list shall be promoted to a regular full-time employee.

This clause will also apply to Casuals being promoted to part-time status.

### **17.10 Loss of Seniority**

An employee shall lose seniority in any of the following events.

- (1) He is discharged for cause, or
- (2) Voluntarily leaves the employ of the Employer, or
- (3) He fails to report to work after a layoff, within five (5) days after being notified by registered mail;
- (4) He fails to report to work at the expiration of a leave of absence except for a bona fide emergency;
- (5) He is absent from work for three (3) days without notifying the Employer, except for a bona fide emergency.
- (6) He is promoted and remains outside the bargaining unit longer than one hundred and eighty (180) days.
- (7) He has been on layoff for a period of twelve (12) months or longer.
- (8) Fails to apply for P.A.L.

### **17.11 Lead Hands**

The appointment of lead hands shall be posted, however final selection shall be at the discretion of management. It is understood that the lead hand may perform all functions of supervisory personnel with the exception of hiring, termination of or discipline of employees.

## **ARTICLE 18 - DAYS AND HOURS OF WORK AND OVERTIME**

### **18.01 Regular Full Time Employees**

Regular full-time employees shall be guaranteed forty (40) hours of work in five (5) or less consecutive days or as may from time to time be agreed to by the parties in writing, provided it is only used for the creation or retention of full time positions.

### **18.02 Holiday Assignments**

Holiday assignments shall be scheduled to those employees who would normally work during that period. Special call-out assignments shall be rotated amongst regular full-time employees insofar as is practicable, provided however, in the event an insufficient number of regular full-time employees accept such assignments, the Employer reserves the right to assign the junior qualified employees to such assignment.

Overtime work for employees if available shall be offered in order of seniority and qualifications. Should an insufficient number of employees accept such overtime, the Employer reserves the right to assign the junior qualified regular employee(s).

### **18.03 Four Hour Minimum**

Full-time / Part-time employees shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof of pay for each daily report to work. Casual employees shall be guaranteed a minimum of three (3) hours.

### **18.04 Replacement on a Scheduled Run**

Any regular part-time truck employee who replaces a regular full-time employee on a scheduled run shall receive the hours established for that regular full-time employee.

### **18.05 Special Call Out Assignments**

Any employee who shall be required to perform special call out assignments after he has completed his normal daily assignment and has checked out and left the Employer's premises, shall be guaranteed three (3) hours of work or the equivalent thereof in pay and shall be paid thereof at one and one-half (1 ½x) times the regular hourly wage rate applicable to the classification to which he is assigned on such work.

Such hours of work shall not be included in the accumulated hours of work for that week.

### **18.06 Reporting Late**

If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked

### **18.07 One Minute Units**

The hours worked shall be divided into one (1) minute units based on one-sixtieth (1/60th) of the applicable hourly rate. Changing in and out of uniforms shall not be considered as time worked.

### **18.08 Eight Hours Free From Work**

Every employee should have a minimum of eight (8) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of eight (8) full hours elapses, he shall be paid at one and one-half (1 ½x) times his regular hourly wage rate until such eight (8) hour period is over.

Just for the highway the elapse time is seven (7) hours between shifts. All out of town routes require two (2) drivers.

### **18.09 Pay Rates**

The regular hourly wage rates shall apply to the first forty (40) hours of work performed in any week or the first eight (8) hours of work in any day.

All hours worked in excess of forty (40) weekly shall be paid for at the rate of one and one-half (1 ½ x) times the basic straight time hourly rate. All hours worked in excess of eight (8) daily shall be paid for at the rate of one and one-half (1 ½x) times the basic straight time hourly.

Overtime shall be paid on a daily or weekly basis; whichever is greater, but not for both.

All hours worked in excess of twelve (12) daily shall be paid at the rate of two times (2 x) the basic straight time hourly rate.

### **18.10 Work in a Higher Classification**

Employees assigned to work in a higher classification, shall be paid for all hours worked in such higher classification at the rate applicable.

### **18.11 Scheduling**

Scheduling to be for a two (2) week period to be posted no later than Thursday at 4:00 p.m.

### **18.12 Ten Hour Shifts**

(a) During the period of this Agreement, Management may if opportune of justified, introduce a trial of four (4) ten (10) hour days on any in-town run. The swapping procedure will apply if any employee already on the run opposes the ten (10) hour day.

The Employer shall wherever practical establish a weekly schedule of four (4) ten (10) hour shifts for non-truck personnel. In such instances, compensation will be on the basis of ten (10) hours per day at the straight time rate.

(b) Employees who regularly work on these shifts shall be paid ten (10) hours at

straight time rates of pay for the first ten (10) hours of work in any work day, and double time (2 x) for any work performed in excess of ten (10) hours.

- (c) Employees who relieve the regular employees on any ten (10) hour shift for a full weekly period shall be entitled to the same wages and overtime provisions as the regular employee.
- (d) Employees who relieve regular employees on any ten (10) hour shift for less than a full weekly period shall be paid straight time rate for the first ten (10) hours of work performed in any work day and one and a half (1 ½) for any work performed in excess of ten (10) hours in any work day and double time (2x) after 12 (twelve) hours. Overtime shall be paid on a daily or weekly basis; whichever is greater, but not for both.

### **18.13 Overtime for Out of Town**

Any overtime hours worked on an out of town run will be converted and credited as straight time hours worked.

### **18.14 Compressed Workweek**

The Company may introduce a three (3) thirteen (13) hour shift. These shifts will be based on three (3) day workweek. Straight time will be paid for all hours worked. Any hours in excess of thirteen (13) will be paid at double time rate.

Employees who relieve regular employees on any thirteen (13) hour shift for less than a full weekly period shall be paid straight time for the first thirteen (13) hours of work performed in work day and double time (2x) for any work performed in excess of thirteen (13) hours.

### **18.15 Eligibility for Overtime**

Employees desiring to be eligible for unscheduled overtime shall make themselves available by signing up on the posted list.

Personnel on the overtime list will be contacted for work on a seniority basis; however, this does not preclude management from contacting other employees for such overtime work once all attempts to contact those listed have been exhausted.

## **ARTICLE 19 - LUNCH AND REST PERIODS**

### **19.01 Lunch Break**

Employees shall be allowed a minimum of one-half (1/2) hour off to eat lunch on a shift which involves a lunch period which will be determined by the Company.

Such time shall not be considered as time worked only when an employee is required to take his lunch outside of this period, or is required to remain in an armoured vehicle during his lunch period, or is required to remain on the Employer's premises during his lunch period.

When the work schedule is completed within eight (8) or ten (10) hours, payment to

employees shall be limited to eight (8) or ten (10) hours at straight time.

For truck employees, where a lunch has been scheduled the custodian shall receive the paid lunch unless he advises Management otherwise by the end of the shift.

### **19.02 Coffee Breaks**

All employees shall be allowed to take a fifteen (15) minute rest period, with pay, during the first half of any shift and an additional fifteen (15) minute rest period, with pay, upon completion of six (6) hours of work.

Truck employees shall ensure such rest stops are made on the route without appreciable deviation from the approved or established schedule of the armoured car crew.

Every effort shall be made to avoid taking such stops when high liabilities are on board the armoured car and at times when the making of such stops will interfere with the Employer's obligations to the customer.

If an employee is required to work beyond the end of his regular full-time shift and such work is expected to last two (2) hours or more, then a rest break shall be permitted, without pay.

### **19.03 Breaks While Out of Town**

Out of Town Runs: Lunch and rest period provision shall be in accordance with the eight (8) and/or ten (10) hour shifts and/or thirteen (13) hour shifts, whichever is applicable to the number of hours the run is operating that day.

In addition, should any out of town run be operating for sixteen (16) hours, employees shall be entitled to 3 - 15 minute periods and 2 - 30 minute lunch periods if scheduled.

### **19.04 Meal Allowances**

Any out of town run will collect meal allowance for each day of the run at the rate of thirty-seven dollars (\$37.00) per day the first year of the Agreement (2006) and add one dollar (\$1.00) per overnight stay each following year of the Agreement.

### **19.05 Meal Allowance for Twelve Hour Shifts**

The Company will provide a meal allowance of ten dollars (\$10.00) for employees who work more than twelve (12) consecutive hours on non-highway runs, exclusive of the thirteen (13) hour modified shifts.

## **ARTICLE 20 - COMPENSATION COVERAGE**

### **20.01 Injured on the Job – WorkSafe BC**

When an employee is injured at work and goes on compensation, her or she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his or her previous job and rate of pay for a period of one (1) week to see if he is able to do the job he held at the time of injury.

## **20.02 Duty to Accommodate**

If, after that time it is proven to the Employer the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do.

The Company will attempt to accommodate to the point of undue hardship the particular requirements of the employee.

## **20.03 Rate of Pay**

If an employee is placed in a lower category on his return to work after having been on compensation and it is proven that his accident was due to faulty equipment that the injury occurred, and the employee was free of negligence in such accident, then said employee shall be paid at the classified job rate of pay the employee held at the time of the injury.

Such rate of pay will be reduced in proportion to any Workers' Compensation benefits being received by such employee.

## **20.04 Full Day's Pay**

In the event of a disabling injury on the job, a full-time employee will be entitled to a fully day's pay, and a part-time employee will be entitled to his scheduled hours.

## **20.05 WorkSafe BC Rules**

All employees while on Workers' Compensation Benefits must complete all requirements contained in the injury reporting package and subsequent follow-up activity.

# **ARTICLE 21 - SAVINGS CLAUSE**

## **21.01 Operation of the Agreement**

If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## **21.02 Article Held Invalid**

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

In no event shall the proposed alternative solution or replacement provision require a greater financial commitment on the part of the Employer during the term of this Agreement.

## **ARTICLE 22 - INSPECTION PRIVILEGES**

### **22.01 Access to the Premises**

Upon properly identifying himself an authorized agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

Such authorized agent shall not be permitted to enter designated security areas unless he is accompanied by a designated Management representative, at a mutually agreeable time.

## **ARTICLE 23 - SANITARY FACILITIES**

### **23.01 Washrooms**

The Employer agrees to maintain clean, sanitary washrooms, having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities.

Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities, and segregated facilities for female employees shall be provided where necessary.

### **23.02 Closets and Lockers**

Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.

### **23.03 Heating and Ventilation**

The entire premises shall be adequately heated and ventilated.

### **23.04 Out of Town Accommodations**

Each employee shall be entitled to a clean hotel room when on an out of town run, and this cost is paid by the Employer.

There must be an agreement between the Union and Management in regards to the clean room.

## ARTICLE 24 - SAFETY AND HEALTH

### 24.01 Company Duties

The Company shall ensure that the health and safety at work of every person employed by the Company is protected in compliance with the Canada Labour Code Part II.

The Company, Employees and the Union will co-operate fully to promote safe work practices and health conditions and compliance with safety rules and procedures as defined in the Canada Labour Code Part II.

The Company shall comply in a timely manner with the Workers' Compensation Act, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice, and guidelines.

All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety and Environment Committee which shall be known throughout the following Articles as "the Committee".

### 24.02 Joint Health, Safety and Environment Committee

- (a) The Company and the Union agree to maintain the established Joint Health, Safety and Environment Committee in accordance with the Canada Labour Code Part II, its regulations, codes of practice and guidelines and environmental laws, regulations, codes of practice, and guidelines.

The Union representation on this Committee shall be at least three (3) members chosen by the Union. At no time shall the number of Company members allowed to outnumber the amount of Union members.

- (b) Two co-chairpersons shall be selected from and by the members of the Committee. One of the co-chairpersons shall be a union member chosen by the Union members of the Committee. The other co-chairperson shall be a company member.
- (c) During all absences of the Union co-chairperson the Company shall recognize an alternate co-chairperson designated by the Union.
- (d) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance with appropriate laws, regulations, codes of practice, and guidelines. The Company will respond to the Committee as outlined in the Canada Labour Code Part II.
- (e) Without limiting the generality of the foregoing, the Committee shall:
- (i) Determine that inspections have been carried out at least once a month.
- These regular inspections shall be made of all places of employment, including buildings, structures, grounds, vehicles, tools, equipment, machinery and work methods and practices.

Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.

- (ii) Ensure that accident and incident investigations have been made.
  - (iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
  - (iv) The Co-chairperson or their alternates shall participate in and keep a record of all types of inspections and work refusals.
  - (v) Solicit and consider a recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
  - (vi) Hold regular meetings at least once a month or more frequently if mutually agreed upon by the Union and the Company co-chairpersons for the review of:
    - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention
    - remedial action taken or required by the reports of investigations or inspections
    - any other matters pertinent to health, safety, and the environment.
  - (vii) Have access to and promptly receive copies of all reports, records, and documents in the Company's possession or obtainable by the Company pertaining to health, safety or environmental matters.
- (f) Time spent by members of the Committee in the course of their duties shall be considered as time worked or shall be paid in accordance with the terms of Article 20 - Days and Hours of Work and Overtime of this agreement. This shall include all time spent out of the plant on health, safety, and environmental matters including appeals.

### **24.03 Dangerous Circumstances**

- (a) The Company agrees that all members of the Committee shall have the right to investigate dangerous circumstances at the workplace at any time.

Dangerous circumstances include any procedure, part of a workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.

- (b) The Company will follow the internal resolution system found in the Canada Labour Code Part II to respond to and resolve issues raised by the Committee, however, it does not remove the right to refuse.

#### **24.04 Right to Refuse**

- (a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment and that signs are posted in the workplace advising them of this right.
- (b) If a worker exercises his or her right to refuse he or she shall notify the supervisor or a Union member of the Health, Safety and Environment Committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.
- (c) At every stage the Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused.
- (d) The Union co-chairperson or alternate shall fully participate in the investigation at every stage.

The Union co-chairperson or alternate may recommend a solution to the problem with the agreement of the refusing worker which shall be implemented by the Company.

#### **24.05 No Disciplinary Action**

- (a) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Canada Labour Code Part II, its regulations and codes of practice and environmental laws, regulations or codes of practice.
- (b) No employee, with just cause, shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable federal, provincial, or municipal health and safety or environmental laws, regulations or codes of practice.
- (c) The Company will follow their internal disciplinary procedures for any employee who misuses or abuses their right to refuse dangerous work.

#### **24.06 Education and Training**

- (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and/or instruction.
- (b) The Union members of the Joint Health, Safety and Environment Committee will attend the CAW Health and Safety Course (one week) and the CAW Environment Course (one week).

These courses will be taught at the CAW Family Education Centre in Port Elgin.

#### **24.07 Accident and Incident Investigations**

- (a) Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated. As well, incidents

involving releases of hazardous substances to the air, land or water systems must be investigated.

- (b) The Union designate and the Company designate of the Committee shall investigate the accident or incident, or where a police investigation takes place, the information regarding the accident or incident.

#### **24.08 Disclosure of Information**

The Company shall provide the Joint Health and Safety Committee with written information which identifies all the virological agents, compounds, substances, by-products and physical hazards associated with the work environment.

This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazard, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

#### **24.09 Right to Accompany Inspectors**

The Joint Health and Safety Committee shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour and to speak with the inspector out of earshot of any other person.

#### **24.10 Access to the Workplace**

Union staff or Union health and safety or environmental advisors or consultants with prior approval by management shall be provided access to the workplace to attend meetings of the Joint or Union Committees or for inspecting, investigating or monitoring the workplace.

#### **24.11 National Day of Mourning**

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

#### **24.12 Ergonomics**

- (a) The Company will ensure that the Committee is trained in a course or courses to be determined by the Committee to enable them to address ergonomic needs on a priority basis and work towards improving the workplace, work station, or tool to fit the worker.
- (b) Where an ergonomic concern is beyond the scope of the Committee the Company shall hire a consultant chosen by the Committee.
- (c) The Committee shall consider such issues as the pace of production and staffing levels in the Committee's consideration of ergonomics issues.

#### **24.13 Employment of Disabled Workers**

Suitable, sustainable modified work will be offered to disabled employees where possible according to the following process:

- (a) If it is physically or technically impossible or financially prohibitive or not in the best interest of the employee to modify the employee's job, the Company shall offer the employee an alternate job or modified alternate job where possible.
- (b) If reduced hours of work are in the best interest of the employee, the employer shall accommodate the reduced hours of work modification with a return to work agreement with the employee.  
  
Wage replacement benefits for the time not worked may be paid by workers' compensation or by the insurance carrier but in no case shall the employee receive less income than the applicable benefit level.
- (c) If a modified job classification is in the best interests of the employee, the Company shall accommodate the change to the job classification with a return to work agreement with the employee.
- (d) The seniority provisions of the collective agreement such as the job posting procedure shall only be set aside to accommodate disabled employees if the Union agrees. The layoff and recall provisions of the collective agreement, however, shall apply in the same manner as if the person had not been disabled.
- (e) If the following language does not reflect case law and/or the Canadian Human Rights Code, the parties shall reconvene together to resolve outstanding issues.

#### **24.14 Ill or Injured Employees**

Any employee suffering any injury or employment-induced illness while on duty must report same to the Supervisor stating the illness or injury and if the employee wishes to go home or to a doctor due to such illness or injury, permission to do so will be granted by the Supervisor and an appropriate record shall be kept.

No person shall refuse the right of any employee to go home or to a doctor in case of such illness or injury.

#### **23.15 Safety of Two Person All Off Crews**

The OH&S Committee will act in good faith by consensus to implement "two person all-off" crews taking into consideration all applicable OH&S standards and the prime importance of the safety of the crews. The OH&S Committee will assess the routes, route structures, equipment and locations. All new hires must be fully trained by a Union member of the OH&S Committee on all applicable safety procedures relating to "two person all-off" equipment and routes prior to commencing any work on these routes or vehicles.

### **ARTICLE 25 - HUMAN RIGHTS AND HARASSMENT**

#### **25.01 Harassment Defined**

The Company and the CAW are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or

other prohibited grounds, as stated in the provincial Human Rights Code.

Harassment also means any demeaning and abusive behaviour of which an employee feels is offensive. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility, vehicles, and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.
- Unwanted physical conduct such as touching, patting, pinching etc.
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is not:

Harassment is in no way to be construed a properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

## **25.02 Filing a Complaint**

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to Supervisor/Committee person.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative/Company official.

The Joint Human Rights Committee shall be comprised of two (2) persons selected by the Company and two (2) persons selected by the Union. Each side shall select one (1) female. The Committee shall meet at least quarterly or more frequently as required.

### **25.03 Investigation**

Upon receipt of the complaint, the Supervisor/Committee person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Company and the Union.

A formal investigation of the complaint will then begin by the Company and the Union or their designates, interviewing the alleged harasser, witnesses and other persons names in the complaint. Any related documents may also be reviewed.

### **25.04 Resolution**

The Company and the Union or their designates will then complete a report on the findings of the investigation. The Company and the Union or their designates will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties' complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the provincial Human Rights Commission and to seek redress under the Human Rights Code.

### **25.05 Training**

In consultation with the National Union, three (3) day anti-harassment training will be developed for all union representatives and members of management who have not yet been trained.

Union representatives and members of management will attend the three (3) day

harassment training developed by the National Union. The training will be scheduled as needed but not more than once per year. The Company agrees to cover the lost time for the union representatives to attend the course.

## **ARTICLE 26 - MANAGEMENT RIGHTS**

### **26.01 Management Rights**

The Union recognizes that it is the Employer's right and exclusive function to manage and generally direct and operate its business activities to include.

- (i) The right to hire, transfer, promote, demote, classify, layoff, suspend, discharge for cause or otherwise discipline employees
- (ii) The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- (iii) The right to utilize and/or hire part-time employees during peak work periods, emergencies and unanticipated contingencies, and to fill out and complete the work schedule over and above those hours guaranteed to regular full-time employees.
- (iv) The right to reduce overtime hours wherever and whenever possible.
- (v) The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.
- (vi) It is agreed that a breach of security is subject to discipline.

### **26.02 Consistent With the Agreement**

The Employer agrees that these functions will be exercised in a manner consistent with the provisions of the Agreement. The Employer hereby reserves all rights and privileges not specifically modified by this Agreement

### **26.03 Bargaining Unit Work**

Nothing herein contained shall be construed to prevent Management or Sales employees from performing bargaining unit work, in cases of emergency when no bargaining unit employees are available to perform such work, or when there is no revenue associated with the work, when testing equipment and when repairing or transporting equipment.

## **ARTICLE 27 - REGULATIONS AND PROCEDURES BOOKLET**

### **27.01 Employee Handbook**

A copy of the Employee Handbook will be issued to each employee and signed in recognition of receipt.

All other policies, procedures and rules are made available to all employees in order that

they become familiar with them. It is the intention that all rules are known by each and every employee and are strictly adhered to.

Employees not adhering to these regulations will be subject to disciplinary action up to and including dismissal. If any changes are to be made to this Handbook, the Branch Manager will notify you in writing.

## **ARTICLE 28 - TRANSPORTATION**

### **28.01 No Personal Vehicle Transportation**

No employee shall use his personal vehicle on Employer business.

## **ARTICLE 29 - MEDICAL EXAMINATIONS**

### **29.01 Modified Work Program**

(a) Should an employee request a modified work program or request a light duties program, or a medical accommodation due to disability, or is returning from absence of more than six (6) months due to injury or illness, the Company may require a medical report verifying the physical condition, suitability and/or limitations of the employee.

(b) Scheduling Examinations

When a medical examination is required in accordance with Article 31.02, the following conditions shall apply:

- (i) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
- (ii) In addition to the above procedure on medical examinations, the Company agrees that where any employee who drives a motor vehicle in the course of employment coming under Sections 1 to 5 of the Motor Vehicle Classification Licenses, is required by any agency, insurance or other appropriate agency, to take a medical examination to verify his/her right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 to operate a vehicle equipped with air brakes, the Company hereunder shall, where same is not paid for by any part of the Health and Welfare Plan under which the employee is covered, pay for such medical examinations.
- (iii) If the medical examination is required by the Company to be taken after working hours or on Saturday, regular full-time or regular part-time employees will be paid three (3) hours pay at straight time rates of pay.

### **29.02 Independent Medical Assessment**

In the absence of a medical report from the employee or at the reasonable discretion of the Company's Human Resources Department, the Company may require an

independent medical assessment be performed by a physician to verify or provide the required medical assessment in Article 29.01.

### **29.03 Medical Reports**

Any reports or medical assessments required in this Article will be paid for by the Company.

### **29.04 Duty To Accommodate**

If following a medical examination in accordance with Article 29.02, any employee is deemed incapable of carrying out his/her regularly assigned duties, the following procedures shall be followed:

- (a) The Company recognizes its duty to accommodate employees who are medically or physically unable to perform their regular duties. The Parties will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties.

Should an employee be reclassified as a result, he will be paid at the then existing rate of his new classification. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties.

An employee placed on a job because of a disability will have their status reviewed at least annually jointly by both parties.

- (b) In the event that no position can be identified to accommodate the employee, he/she will be placed on medical leave of absence without pay.
- (c) When an employee is cleared medically for light duty, and there is nothing suitable for the employee, the employee will be entitled to remain on Short Term Disability, as per the time limits of the benefits contract.

### **29.05 Medical Clearance**

If the medical clearance pertains to an employee in a W.C.B. claim, the prevailing Board policy and practice on vocational rehabilitation shall govern. If the rehabilitation program is unsuccessful or gives use to any dispute the appeal procedure under the Workers' Compensation Act will prevail.

### **29.06 Right To See Own Physician**

If an employee is injured at work, the Company must inform the employee that he/she has a right to see his/her own doctor.

## **ARTICLE 30 - TRUCK MAINTENANCE**

### **30.01 Maintenance of Equipment**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers or passed the required inspections prescribed by law. It shall not be a violation

of this Agreement where employees refuse to operate such equipment provided such refusal is justified.

### **30.02 Right to Refuse to Operate Un-safe Equipment**

In the event an employee determines that a vehicle is in unsafe operating condition, he shall request that a Supervisor confirm this. If the Supervisor concurs, he shall place a red tag in a conspicuous place on the vehicle. Such vehicle shall not be operated until the fault is corrected.

### **30.03 Safe Access and Egress**

All trucks owned or leased by the Employer must have steps or similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts.

### **30.04 Vehicle Requirements**

All armoured vehicles shall have adequate heaters, windshield wipers, defrosters and air conditioners.

### **30.05 No Requirement to Service**

No driver shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking his truck for gas, water and oil and to see that it is in proper operating condition, nor in driving the vehicle to the proper place of maintenance and parking.

It will not be necessary for the employee to change flat tires when away from the plant but the driver may, however, be expected to make minor repairs, such as replacing bulbs, fuses, etc. either at the Plant or away from the Plant. Employees will be responsible for the cleanliness of the exterior of their vehicle.

### **30.06 Reporting of Defects**

Employees shall immediately or at the end of their shift, report all such defects of equipment. The reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee.

### **30.07 Load Limits**

The Employer shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is topped by the Police or at any scales, and is fined, the Employer shall pay such fines.

If there is a dispute over the vehicle being safe, the Company will seek a second opinion from a certified mechanic. However, it is understood there will be no disruption in work.

## **ARTICLE 31 - TRAFFIC TICKETS**

### **31.01 No Violation of Laws**

No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for parking violations made in accord with instructions from the Employer, the Employer shall be responsible for the payment of such citation.

Traffic tickets or citations issued to the employee must be submitted to the Employer within forty-eight (48) hours and if not so delivered, the Employer shall not be responsible for the payment thereof.

Out of town drivers must submit tickets within a reasonable time after return to point of origin.

### **31.02 Moving Violations**

All moving violations shall be the sole responsibility of the driver; e.g. speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving.

## **ARTICLE 32 - GENDER**

### **32.01 Gender Neutral Language**

Wherever the use of the male gender is used herein, it shall also apply to the female gender wherever applicable.

## **ARTICLE 33 - TOOLS**

### **33.01 Tools and Equipment**

All tools, equipment and weapons required by employees to properly perform the functions of their job shall be furnished by the Employer and shall remain the property of the Employer at all times.

## **ARTICLE 34 - TECHNOLOGICAL AND MECHANICAL CHANGES**

### **34.01 Definition**

Technological and mechanical changes shall be defined to mean the introduction and utilization of vehicular and other equipment changes which have not previously been used within the bargaining unit by the Employer and the use of which results in the termination or the laying off of regular employees.

### **34.02 Recognition by Parties**

The Parties to this Agreement recognize that the technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further that the parties have a direct responsibility to reduce to a minimum the adverse effects

that may result from such changes.

In Recognition of the Company's crew manning initiatives to improve productivity and efficiency, the Union recognizes the Company's right to organize the workplace.

### **34.03 Prior Notification**

The Company shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of technological, mechanical changes as defined in (34.01) above, and the matter shall immediately become a topic of discussion between the Company and the Union and particularly with regard to:

- (i) The effect such changes will have on the number of employees within the bargaining unit.
- (ii) The probable effect on working conditions.
- (iii) Any changes in job classifications.

### **34.04 One Year's Service**

Full-time employees with one (1) year or more of service, whose employment is terminated as a result of technological change, shall receive termination pay of one (1) week's pay or notice in lieu of for each year of service with the Employer to a maximum of nine (9) weeks' pay at the rate of pay the employee was receiving on the date of termination or nine (9) weeks' notice in lieu of.

The above shall not apply when an employee resigns or is discharged for just cause.

### **34.05 Training**

In the event the Employer proposes the introduction of equipment in its operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll by seniority and in the classification to operate the equipment and/or train to operate the equipment provided the employee qualifies with the requirements. Training required by the employee shall be paid for by the Employer at straight time rates of pay.

### **34.06 Transfer of Work**

If the Prince George, Terrace or Quesnel branch closes or employees are terminated as a result of transfer of work, the employee(s) affected shall be entitled to severance pay or notice in lieu of in accordance with Clause 34.04 above.

### **34.07 Existing Employees**

Existing employees required to attend mandatory training will be paid at their regular straight time rate of pay. Any travelling time or extra time will be at the employee's expense. The Employer will pay for the accommodation, transportation and meal allowance to attend the course if any.

In the event that the mandatory training is provided locally, and operational commitments dictate that the employee take the course after regular working hours, the employee will

be paid at straight time wages for time spent on the course up to a maximum of twenty-eight (28) hours per year including range time.

Employees who fail to pass the mandatory requirement and who will be required to repeat the course will do so at their own expense.

It is agreed and understood that the Employer will pay all cost related to renewal of firearms license and the employees will make themselves available on a designated two (2) day period (at Management's discretion). The employees will not be paid for these two (2) days.

If an employee does not renew his/her P.A.L. on time the employee will be fully responsible for the cost of renewing the P.A.L. Furthermore, all employees must have a valid P.A.L. or their services may be terminated. If circumstances beyond the employee's control result in his not obtaining his P.A.L., then no action will be taken against the employee.

## **ARTICLE 35 - TRAINING**

### **35.01 Range Time**

The Employer will pay two times (2x) a year to a maximum of two (2) hours straight time for practice or qualification with a qualified instructor on the company range and will provide adequate ammunition as part of the training time. Scheduled range time will be paid at straight time.

### **35.02 Standards of Proficiency**

The Employer will establish and identify the shooting proficiency standards which must be met on a regular and on-going basis by employees required to possess the shooting proficiency qualifications to satisfy job requirements.

### **35.03 Re-Qualification**

The parties agreed that wherever possible training (including re-qualification training for firearms) would be scheduled during working hours, but in the eventuality that training cannot be accommodated within the normal working week up to forty (40) hours per year per employee, if scheduled outside working hours will be payable at straight time.

### **35.04 Re-Qualification during Vacation**

In the event the scheduled re-qualification falls during an employee's vacation, the Company will arrange to have the employee qualify at an alternate date. If those arrangements require the employee to travel to another geographic area the Company agrees to cover the travel and accommodation costs and wages of the employee for the time spent in traveling for the purpose of re-qualifying.

### **35.05 Government Upgrades**

The Company will provide training to upgrade employees to meet Government gun training regulations. If an employee is unable to pass the required regulations, a three (3) month unpaid leave of absence will be granted.

### **35.06 New Equipment Training**

In the event the Employer proposes the introduction of equipment in its operation requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll by seniority and in the classification to operate the equipment and/or train to operate the equipment provided the employee qualifies with the requirements. Training required by the Employer shall be paid for by the Employer.

### **35.07 Possession Acquisition License - Authorization to Carry - PAL/ATC**

The Company will provide to all current employees training to obtain a Possession Acquisition License - Authorization to Carry - PAL/ATC as well as payment for the respective tests and renewal fees. Employees will make themselves available on their own time for the FL permit instruction.

The Company will pay for one (1) day at straight time and the employee will be responsible for their own time for the second day. Employees who fail to pass the test will be responsible to rewrite the test at their own expense.

## **ARTICLE 36 - SICK LEAVE BENEFITS**

### **36.01 Sick Days**

Regular full-time and regular part-time employees shall be entitled to forty-eight (48) hours sick leave per year.

### **36.02 Eligibility**

Regular full-time and regular part-time employees shall be eligible for sick leave with pay when absent from work because of bona fide illness or accident up to the amount accumulated in their sick leave bank, in accordance with 36.05 and 36.06.

### **36.03 Regular Days Pay**

For the purpose of this Section, full pay shall mean pay calculated at and for the regular daily schedule of straight time working hours for those days which the employee would have worked had the disability not occurred.

### **36.04 Bon Fide Sickness**

Sick leave benefits shall apply only to bona fide cases of sickness and accidents of an employee on his scheduled work days. Reasonable proof of illness including a Doctor's Certificate may be required by the Employer.

### **36.05 3 Days at a Single Time**

The sick leave provision is only to be used for sick days (maximum three (3) consecutive days at any one time). The sick leave provision may not be used to supplement any other form of time loss payment.

### **36.06 Unused Time**

All unused sick time shall be paid out in the month of December at one hundred percent (100%) of the employee's current rate of pay. If an employee leaves for any reason, the sick time owing will be paid out on a prorated basis.

## **ARTICLE 37 - JOB POSTING - FULL-TIME AND REGULAR PART-TIME**

### **37.01 Job Posting**

In the event a vacancy occurs in any of the classifications covered hereunder, the Employer shall post a notice on the Bulletin Board notifying employees that such a vacancy exists. Employees desiring consideration for such job shall then apply in writing, within three (3) working days of such posting.

Additional vacancies created by the filling of the initial vacancy shall be filled in order of seniority and qualifications within five (5) working days.

### **37.02 Promotions to a Higher Classification**

Promotions to a higher classification within each seniority list shall be made in accord with list seniority subject to the job posting procedure provided the employees considered for promotion must possess the ability and qualifications necessary for the higher classification.

### **37.03 Employer's Right to Determine**

The Employer shall determine the ability and qualifications of employees considered for promotion, provided such determination shall not permit the Employer to be unreasonable in its determination and if disputed shall permit the Union to resort to the Grievance Procedure.

New OTR drivers required to operate air brake equipped vehicles must have a minimum of sixteen (16) hours of professional driving training by a certified instructor.

### **37.04 Demotions**

Demotions to lower classifications on each Seniority List due to reduced work requirement of the Employer shall be made in reverse order of list seniority.

### **37.05 Job Vacancies**

Job vacancies at all locations certified by the bargaining agency will be posted locally in accordance with the terms and conditions of the respective applicable agreements

It is agreed that should a job posting not be filled locally in accordance with the agreement that a subsequent posting will be made at all locations certified by the bargaining agency.

### **37.06 Posting While Away**

(a) Persons on W.C.B., L.T.D will be entitled to bid on vacancies posted in their

absence seven (7) days prior to return to work.

- (b) Temporary vacant positions less than thirty (30) days will be filled by casual employees. Temporary vacancies of thirty (30) days or more in duration will be posted as soon as the Employer is made aware of the vacancy and it will be filled by the senior qualified applicant.

## **ARTICLE 38 - HEALTH AND WELFARE PLAN**

### **38.01 Health and Welfare Plan**

The Company shall provide a comprehensive Health and Welfare Plan. All regular full-time and regular part-time employees must be enrolled as a condition of employment. The cost to the employees will be the equivalent of one percent (1%) per month of regular earnings.

All existing members will be grandfathered. All new hires after date of ratification move to national Standards.

Existing members benefit levels will remain the same (including but not limited to 100% prescriptions). Dawson Creek members are currently at national Standards.

### **38.02 Benefits Provided**

The new Health Care Benefits Programme will include the following:

Health & Welfare to include same sex benefits

\* Denotes Health Care benefits available at employee's option.

- 1) Provincial Medical Insurance: applicable for each province. Available first of month following date of employment.\*
- 2) Major Medical Insurance: (similar to extended health benefits)  
Starts 30 days full-time; 90 days part-time.

Vision Care: Starts 30 days full-time; 90 days part-time (following details not included in benefits pamphlet). Changes in vision Care will be effective September 1, 1997.

- Eligible employees, spouses and dependent children to 19 years, or to 25 if in full-time attendance at a school or university. Benefit period reduced to 12 months for children under 18 years.
- \$150.00 benefit per 24 months.
- No deductible
- Eligible expenses reimbursed @ 80% up to \$150.00.
- Charges for lenses and frames, or for contact lenses, when prescribed by an ophthalmologist or optometrist, up to the benefit maximum i.e. \$150.00 every 24 months.
- No amount will be paid for safety glasses, anti-reflective coatings or for tints other than No.1 or No.2.

## Plan Benefits

After you pay the first \$25.00 per person or \$50.00 per family of “eligible” hospital, medical or drug expenses per calendar year, the plan will pay 100% of all remaining “eligible” expenses incurred in that calendar year. If, in any calendar year, your incurred “eligible” expenses do not exceed the deductible of \$25.00 per person or \$50.00 per family, such expenses incurred in the last three months of that year may be applied against the deductible for the next calendar year. The Employer will pay 100% of the cost of Prescription Drugs.

- 3) Dental Plan: Coverage begins the first of the month next following the three-month waiting period. The MSA Dental Plan will provide:

100% coverage on Plan A which includes:

- |                         |                       |
|-------------------------|-----------------------|
| a) diagnostic services  | e) prosthetic repairs |
| b) preventive services  | f) endodontics        |
| c) surgical services    | g) periodontics       |
| d) restorative services |                       |

50% coverage on Plan B which includes:

- a) crowns and/or bridges
- b) partial dentures
- c) completed upper and lower dentures

50% coverage to a lifetime maximum of \$1,750.00 on Plan C which includes:

- a) orthodontics

There will be no deductible charges. Coverage begins the first of the month next following the three-month waiting period.

- 4) Life Insurance: Plan A to a maximum of \$40,000.00 based on  $1\frac{1}{4}$  x annual base earnings to \$32,000.00 maximum. Starts 30 days full-time; 90 days part-time.
- 5) Accidental Death & Dismemberment Insurance: To a maximum of \$40,000.00 based on  $1\frac{1}{4}$  x base annual earnings to \$32,000.00 maximum. Starts 30 days full-time; 90 days part-time.
- 6) Weekly Indemnity:
  - Short Term Disability: Benefit commences on the first day of accident and the fourth day of sickness. Benefit is based on 70% of average weekly earnings up to E.I. maximum per week for the first 15 weeks. An increase in the maximum payment will be automatic in accordance with the E.I. standard. Coverage begins upon completion of 90 days employment.
  - Long Term Disability: Eligibility commences after 15 weeks. The Plan provides a disability income based on 70% of average weekly earnings up to \$300.00 per week. The total disability period shall be a maximum of two years calculated from the commencement of the short term disability claim.

- 7) Felonious Assault: Insurance of \$100,000.00. All employees are covered from the date of hire.
- 8) Personal Accident Insurance: This is a separate plan. Amount of coverage is optional to each employee at their own cost as outlined in the pamphlet. Available on first of the month following date of employment.\*
- 9) Pension: As per descriptive pamphlet.

**ELIGIBILITY FOR DENTAL/MAJOR MEDICAL COVERAGE:** Eligible dependents (spouse, unmarried children) must be enrolled within the 31 day eligibility period:

Eligibility: Eligibility is defined as the first 31 days from which an employee acquires a dependent

- The first 31 days from marriage date
- The first 31 days from birth date
- The first 31 days from adoption, legal custody date
- The first 31 days from common-law eligibility (as defined in Policy C-8)
- The first 31 days from cancellation date of previous coverage

For those dependents who carry continuous coverage with another insurer, eligibility must be met as indicated by one of the above.

It is most important that employees complete and submit any dependent additions/deletions/changes vial health care application cards at the onset of the change.

This will ensure that eligibility criterion is met during the 31 day eligibility period.

#### Cost to Employee

The cost to the employee will be equivalent 1% per month of regular earnings.

**N.B.** Declaration of Common-Law Status for benefit eligibility;

- You must complete a Declaration of Status document in order to qualify for health and welfare benefits.
- Eligibility commences after one (1) year of common-law status:

Dependent coverage can only be applied for during the first 31 day eligibility period.

#### Enrolment/Hiring Procedure

No employee will be placed on the payroll until all enrolment cards and other hiring documentation is completed, approved and received by the Payroll Department.

## **ARTICLE 39 - PENSION**

See Appendix "A": attached.

## **ARTICLE 40 - ARTICLE HEADINGS**

### **40.01 Use of Article Headings**

The Article Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

## **ARTICLE 41 - NEW BRANCH OR SATELLITE OPERATIONS OR CLOSURES**

### **41.01 New Branch or Satellite Operation or Closure**

In the event that the Employer establishes new branch or satellite operations within the Province of British Columbia employees from the bargaining unit will be given first opportunity to apply for any bargaining unit job opportunities thus created at the time of start-up operations, and will be considered on the basis of their qualifications and ability to perform the job and their seniority.

### **41.02 Qualified Employees**

It is agreed by both parties that any qualified employee who indicates his desire to transfer and is transferred will be subject to the overall conditions governing wages, hours of work and working conditions then established and in existence for such new branch or satellite operation(s).

Relocation expenses resulting from any such transfer will be borne by the employee.

### **41.03 Closure**

In the event that the Employer closes any branch or satellite operation the parties shall immediately meet and discuss the situation.

The employees concerned shall be permitted to return to their previous location with the seniority date they held at that previous location.

All other matters concerning employees affected by the closure shall become the subject of these discussions.

## **ARTICLE 42 - SAFETY COMMITTEE**

### **42.01 Occupational Health and Safety Committee**

The Employer shall ensure that the safety committee established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.

**42.02 Safety Study**

The Union will have the availability to use other (Canada) Ltd. Branches for a study on safety, health and W.C.B, issues that are a concern in the work place. It will be done in a manner that it will not interfere with the operations of the Branches.

**ARTICLE 43 - INTERPRETATIONS****43.01 Sub-Contracting Clauses**

The Sub-Contracting provisions of the Collective Agreement are deemed to be reflected by Articles 1.02, 1.03, 11.01, 11.02 and 25.03.

**ARTICLE 44 - WAGE RATES AND CLASSIFICATIONS****44.01 Wage Rates and Classifications**

<b>Classification</b>	<b>Status</b>	<b>Feb 1/12</b>	<b>Feb 1/13</b>	<b>Feb 1/14</b>
<b>Lead Hand</b>	<u>PT/FT</u>	<u>22.07</u>	<u>22.51</u>	<u>22.96</u>
<b>Route Custodian</b>				
1 year	<u>PT/FT</u>	<u>17.92</u>	<u>18.28</u>	<u>18.65</u>
2 years	<u>PT/FT</u>	<u>19.00</u>	<u>19.38</u>	<u>19.77</u>
3 years	<u>PT/FT</u>	<u>21.52</u>	<u>21.95</u>	<u>22.39</u>
<b>Armoured Driver</b>				
1 year	<u>PT/FT</u>	<u>17.32</u>	<u>17.67</u>	<u>18.02</u>
2 years	<u>PT/FT</u>	<u>18.11</u>	<u>18.47</u>	<u>18.84</u>
3 years	<u>PT/FT</u>	<u>20.70</u>	<u>21.11</u>	<u>21.53</u>
<b>Guard</b>				
1 year	<u>PT/FT</u>	<u>16.69</u>	<u>17.02</u>	<u>17.36</u>
2 years	<u>PT/FT</u>	<u>17.48</u>	<u>17.83</u>	<u>18.19</u>
3 years	<u>PT/FT</u>	<u>19.87</u>	<u>20.27</u>	<u>20.67</u>
<b>Casual</b>				
Committed Casual	<u>Casual</u>	<u>14.99</u>	<u>15.29</u>	<u>15.60</u>
Non-Committed Casual	<u>Casual</u>	<u>12.60</u>	<u>12.85</u>	<u>13.11</u>
<b>ABM Server</b>	<u>PT/FT</u>	<u>19.87</u>	<u>20.27</u>	<u>20.67</u>
<b>Cash Cage</b>				
Lead hand	<u>PT</u>	<u>15.26</u>	<u>15.56</u>	<u>15.88</u>
Clerk	<u>PT</u>	<u>14.70</u>	<u>14.99</u>	<u>15.29</u>
Casual	<u>Casual</u>	<u>11.04</u>	<u>11.26</u>	<u>11.48</u>

**Terrace ABM**

o/c (in town)		<u>16.55</u>	<u>16.89</u>	<u>17.22</u>
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**Prince George – ABM**

o/c	<u>PT/FT</u>	<u>19.87</u>	<u>20.27</u>	<u>20.67</u>
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o/c -	<u>Casual</u>	<u>12.60</u>	<u>12.85</u>	<u>13.11</u>
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o/c -committed	<u>Casual</u>	<u>14.99</u>	<u>15.29</u>	<u>15.60</u>
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**Dawson Creek**

Lead Hand	<u>PT/FT</u>	<u>22.07</u>	<u>22.51</u>	<u>22.96</u>
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1 year	<u>PT/FT</u>	<u>17.78</u>	<u>18.13</u>	<u>18.50</u>
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2 years	<u>PT/FT</u>	<u>18.19</u>	<u>18.55</u>	<u>18.92</u>
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3 years	<u>PT/FT</u>	<u>18.60</u>	<u>19.58</u>	<u>20.53</u>
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Casual	<u>Casual</u>	<u>15.76</u>	<u>16.07</u>	<u>16.40</u>
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<b>Part Time Relief</b>	<u>PT</u>	<u>19.86</u>	<u>20.26</u>	<u>20.66</u>
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**Prince George on call:**

All employees on pager shifts will be guaranteed a minimum pay of fifty dollars (\$50.00) per day (including weekends) which will include one (1) call. Work above the one (1) call will be paid at the straight time rate of pay for full-time / part-time employees and casual rate of pay for casuals. Employees collecting the fifty dollar (\$50.00) pager rate will be required to carry the activated pager for a minimum of seven (7) hours.

The pager call out work will be first offered to employees who have not or will not receive guaranteed hours of work. In the event insufficient numbers of employees accept such assignment, the Company reserves the right to assign the junior qualified employee. If the employee has worked eight (8) hours in the day, then any calls that go above the one (1) call will be paid at one and one-half times (1.5) of the ABM or casual rate of pay.

Christmas Day Pager Rate:	7:00 a.m. to 11:00 p.m.
Prince George/Terrace/Dawson Creek:	\$150.00

It is agreed that all calls will be responded to within the allotted time.

**ARTICLE 45 - MISCELLANEOUS****45.01 Moving Employees and Classifications**

All the existing employees will not ever be moved down to a lower classification unless the Company proves loss of business. Any promotions with the existing employees will be with the above rates.

- (a) Once there are seventy (70) ABM machines, then there will be a full-time position. If needed, a Lead Hand will be paid an additional fifty cents (\$0.50) per hour on top of his/her regular rate of pay.

- (b) ABM personnel will be paid thirteen dollars and fifty cents (\$13.50) to carry the beeper and fifteen dollars (\$15.00) per call out.
- (c) During the weekends the ABM personnel will be paid sixteen dollars (\$16.00). Statutory Holidays will pay the call out rate at one and one half (1 ½ x) times the rate.
- (d) When the Company introduces Night Runs, the employees will be paid at the ABM. pay plus thirty-one cents (\$0.31). Night runs are to be identified as 11:00 p.m. to 6:00 a.m.
- (e) The Union agrees to a working Supervisor on routes with the following conditions:
  - (i) In case of emergency
  - (ii) For training purposes
  - (ii) For tech calls when all bargaining unit members are not available
  - (iv) To a maximum of two (2) days per week
- (f) The Branch Manager will be permitted to perform route work on the two (2) consecutive days off providing no bargaining unit employees are available.
- (g) If an alarm call occurs after 11:00 p.m. employees will receive sixty dollars (\$60.00) for call-outs.
- (h) Casuals - time spent in a casual committed role will be recognized as time worked toward filling a permanent position.

## **ARTICLE 46 - TERRACE AND DAWSON CREEK PAGER RATES**

### **46.01 Pager Rates**

- (a) Pager will be paid:
  - \$50.00 including the 1st call on the weekend
  - \$20.00 on weekdays
  - \$50.00 on statutory holidays
- (b) Casual ABM response crew \$12.30 per hour. Status quo for current Terrace Dawson Creek crew until casual ABM response crew initiated.
- (c) Christmas Day Pager Rate: 7:00 am to 11:00 pm \$100.00
- (d) Terrace and Dawson Creek calls out of town are paid at running time at their rate of pay.

Also see Letter of Understanding #3 - Errors and Omissions

## ARTICLE 47 - QUESNEL DIVISION CALL OUT

### 47.01 Quesnel Call Out

(a) Quesnel committed casuals will received fifty cents (\$0.50) per hour premium after completion of probationary period.

(b) Quesnel ABM call out

Monday to Friday	July 1, 2001	July 1, 2002
11:00 a.m. - 5:00 p.m.	\$15 to carry	\$20 to carry
5:00 p.m. - 11:00 p.m.	\$15 to carry	\$20 to carry

All calls in town at fifteen dollars (\$15) per hour. All hours over 8 hours at 1.5.

(c) Williams Lake calls Monday to Friday fifty dollars (\$50) for first four (4) hours. After four (4) hours regular wage hours apply. 1.5 for all hours worked beyond eight (8) hours.

Week-end Call Outs	July 1, 2001	July 1, 2002
8:00 a.m. - 3:30 p.m.	\$25 to carry	\$25 to carry
3:30 p.m. - 11:00 p.m.	\$25 to carry	\$25 to carry

All calls in town at fifteen dollars (\$15) per call per hour. All hours worked beyond eight (8) hours at 1.5.

Williams Lake weekend call-outs

Fifty dollars (\$50) for the first four (4) hours. After four (4) hours regular wage rate hours apply. All hours worked beyond eight (8) hours at 1.5.

1.5 pay on stat holidays and weekend rates apply.

(d) Christmas Day Pager Rate: 7:00 am to 11:00 pm \$100.00

## ARTICLE 48 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (E.F.A.P.)

### 48.01 Definition

The Company will establish an Employee and Family Assistance Program (E.F.A.P.) and the cost of the plan will be borne by the Company.

## ARTICLE 49 - ALL OFF PROCEDURE

### 49.01 Safety of Two Person All Off Crews

The OH&S Committee will act in good faith by consensus to implement "two person all off" crews, taking into consideration all applicable OH&S standards and the prime importance of the safety of the crews.

The OH&S Committee will assess the routes, route structures, equipment and locations.

All new hires must be fully trained by a Union member of the OH&S Committee on all applicable safety procedures relating to "two person all-off" equipment and routes prior to commencing any work on these routes or vehicles.

### 49.02 Safety Consideration

The Committee will act in good faith to implement "all off" crews where practical, taking into consideration all applicable OH&S standards and the prime importance of the safety of the crews.

### 49.02 Assessment of Routes

The Committee will assess the routes, route structures, equipment and locations.

Agreed to this 12<sup>th</sup> day in the month of January, 2012 in the city of Prince George in the province of British Columbia

#### For The Employer

Debby Taylor  
Director, Employee & Labour Relations  
G4S Cash Solutions (Canada) Ltd.

Rob Murray  
Vice President, Western Canada  
G4S Cash Solutions (Canada) Ltd.

Ken Jensen  
Branch Manager  
G4S Cash Solutions (Canada) Ltd.

#### For The Union

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Dave Bernier  
Bargaining Committee (G4S)  
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Harry Moon  
Local Representative  
CAW Local 114

Stu Shields  
National Representative  
CAW Canada

## APPENDIX "A"

### PENSION PLAN

Following is the Company's private pension plan, which is wholly paid for by the Company, is designed to make a significant contribution to your personal retirement planning. It is intended to supplement your personal retirement savings, registered retirement savings plans, Canada Pension Plan and Old Age Security benefits.

The following is a summary for general purposes only; for specific terms of the Plan, reference should be made to the actual Plan itself.

#### 1. Eligibility

All employees of a Company or of a designated group within a Company not covered by another Company sponsored pension plan are eligible to participate. Employees who were members of the plan at December 31, 1986 continue to participate. New employees hired after 1986 and employees otherwise not covered at December 31, 1986 become members as follows:

- (a) Full-time employees join after 24 months of service.
- (b) other employees join at the later of:
  - i) 24 months of service; and
  - ii) the first day of the calendar year after the employee's earnings exceed 35% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for two consecutive calendar years after 1984.

#### 2. Contributions

You are neither required nor permitted to make contributions to the pension plan.

The Company contributes such amounts as are required to provide the benefits. The Company's contributions are less than those necessary to meet the requirements of the Pension Benefits Standard Act, 1985.

#### 3. Credited Service

Service is credited while you are a member of the plan. For service prior to 1987, credited service is calculated as one (1) year for each calendar year in which you were credited with 1800 or more employment hours, with pro-rata credit being given for the year of entry. For service after 1986 service is credited based on your actual period of employment (while a member).

#### 4. Normal Retirement

Normal retirement is age 65, if you were born on the first day of the month, your normal retirement would be your 65th birthday; otherwise, your normal retirement date would be the first day of the month next following your 65th birthday.

#### 5. Early Retirement

You may retire at or after age 55, if you have completed two (2) or more years of credited service. Your retirement benefit will be reduced by 5/9 of 1% for each full

month (6.7% per annum) that your early retirement date precedes your normal retirement date. This reduction will be waived on retirement with the Company's, where termination of employment takes place after age 60, provided you have completed at least 15 years of credited service under the plan. Alternatively, if you do not have 15 years of credited service, but have at least 10 years, or if you terminate your employment before age 60 (but after age 55), the 5/9 of 1% reduction per month below age 65 will be reduced to 1/3 of 1% per month (4% per annum). The following table provides examples of the adjusted benefit that would be payable at various early retirement ages:

Percentage of Normal Retirement Benefit  
Retirement with Company Consent

Early Retirement Age	Unrestricted	If Age 60 with 15 Years	If Age 55 with 10 Years
64	93.3%	100.0%	96%
63	86.7%	100.0%	92%
62	80.0%	100.0%	88%
61	73.3%	100.0%	84%
60	66.7%	100.0%	80%
59	60.0%	N/A	76%
58	53.3%	N/A	72%
57	46.7%	N/A	68%
56	40.0%	N/A	64%
55	33.3%	N/A	60%

6. Amount of Retirement Benefit

At your normal retirement date, you will receive an annual retirement benefit payable monthly, equal to:

One percent (1%) of your Final Average Salary below the average YMPE  
plus

One and one half percent (1½%) of your Final Average Salary that exceeds the average YMPE, for each year of Credited Service.

The 1% rate in the above formula is increased to one and one quarter percent (1¼ %) for each year of credited service after January 1, 1990. The "average YMPE" means the average of the Year's Maximum Pensionable Earnings under the Canada/Quebec Pension Plan for the same years used to calculate your Final Average Salary. "Final Average Salary" means the average of your earnings in the five consecutive calendar years of highest during the 10 calendar years immediately preceding your retirement.

For purposes of the pension plan, earnings means, the basic annual rate of pay, i.e. excluding overtime and other additional amounts.

The earnings and service figures are modified for non-full-time employees to ensure consistent treatment between part-time and full-time service in calculating benefit amounts.

The following example shows how the normal retirement benefit would be calculated for a hypothetical employee earning \$36,000.00 in 1991 (when the YMPE is \$30,500), assuming that these figures do not change until his retirement.

Hire Date	January 1, 1980
Birth Date	January 1, 1940
Normal Retirement Date	January 1, 2005
Credited Service	10 years to 12.31.89 15 years after 1.1.90 25 years in total
Final Average Salary (FAS)	\$36,000
Average YMPE	\$30,500
1% of FAS below YMPE	1% of \$30,500 = \$305.00
1¼ % of FAS below YMPE	1¼% of \$30,500 = \$381.25
1½ % of FAS in excess of YMPE	1½% of \$5,500 = \$ 82.50
Benefit Calculations	= \$305.00 x 10 years + \$381.25 x 15 years + \$ 82.50 x 25 years = \$10,831.25 per year = \$ 902.60 per month

Therefore, the pension at normal retirement for this employee would be \$902.60 per month.

At age 65, you will also receive benefits from the government sponsored retirement plans. The Canada/Quebec Pension Plan currently pay a maximum month pension of \$604.86 and Old Age Security currently pay a maximum of \$354.92 per month (January, 1991 benefit amounts).

Please note that certain minimum benefit may be payable from the Company plan if you participated in the former plan(s) prior to January, 1984.

#### 7. Normal and Optional Form of Pension Payments

The normal form of pension payments is a pension payable for your lifetime, subject to a guarantee that at least one hundred and twenty (120) monthly payments will be made. In other words, if you should die before receiving one hundred and twenty (120) pension payments, your beneficiary will continue to receive the monthly pension payments for the balance of the one hundred and twenty (120) months.

However, if you are married or party to a common-law relationship at the date of your retirement, Federal pension laws require that the pension be paid in a form which continues to your spouse after your death, for the rest of his/her life, in an amount not less than sixty percent (60%) of the pension you were receiving. Your initial pension will be reduced on an actuarial basis to reflect this requirement. Your spouse may waive his/her rights to this entitlement by completing a prescribed form, in which case you may receive the pension in the normal form.

#### 8. Termination of Employment before Retirement

If you have less than two (2) years of credited service, no benefits are payable; if you have two (2) or more years of credited service, you will be entitled to a pension at age 65, based on your credited service.

If you are below age 65 at the time of termination of your employment, you may elect to have your pension cancelled, and in lieu thereof to transfer the value of that pension to:

- Your new employer's pension plan, provided that plan is willing to accept such a transfer; or
- A "lock-in" RRSP ("locked-in" means that it cannot be cashed out and must be used to provide a lifetime pension); or
- To purchase an immediate or deferred lifetime annuity.

Under certain very limited circumstances prescribed under the Federal pension laws, in the case of small pensions, the Plan will pay you a cash settlement of the full value of your pension credits, in lieu of a deferred pension, and in full settlement of your rights under the Plan. Currently (for terminations in 1991), pensions of less than \$50.83 per month will be paid out in cash.

When the pension exceeds the above limit for cash settlements, but its value remains below another prescribed limit (currently \$3,050), the Company may require that you transfer the value of your pension to one of the arrangement described above, in full settlement of your rights under the Plan.

If your employment is terminated and you subsequently rejoin the Plan at some later date, you will be treated as a new member for all purposes for the Plan and your prior and new periods of service will not be combined for purposes of determining eligibility for membership or benefits, or for calculating amounts of benefits.

#### 9. Total Disability

If, you become totally and permanently disabled prior to your normal retirement date, you will continue to accrue credited service while you are receiving benefits from a disability plan provided by the Company. When such disability benefits cease, you will be deemed to be terminated and your pension entitlements, if any, will be determined at that time.

#### 10. Death Before Retirement

Under certain conditions, benefits may become payable to your spouse if you die before retirement.

Death benefits are not payable if:

- (a) You are not vested, or
- (b) There is no surviving spouse at your death

Death benefits may become payable if:

- (a) You are vested, and
- (b) There is a surviving spouse at your death, as follows:
  - (i) If you die before age 55, your spouse is entitled to the value of the pension you had earned to the time of death, for service after 1986.

- (ii) If you die after age 55, your spouse is entitled to the 60% survivor portion of the pension as described earlier, calculated as follows:
- Based on your credited service after 1986 only,
  - Reduced for early retirement as if you had retired just before you died, and
  - Reduced for the 60% “optional” form of pension

For purposes of the above, you are “vested”, if you have completed two (2) or more years of credited service.

Under the Federal pension legislation, a spouse means:

- (a) If there is no person described in paragraph (b), a person who is married to the member or former member or who is party to a void marriage with the member or former member, or
- (b) A person of the opposite sex who is cohabiting with the member or former member in a conjugal relationship at the relevant time, having so cohabited with the member or former member for at least one year.

#### 11. Death After Retirement

The benefit payable will depend on the type of retirement option that you may have elected. The normal and optional forms are discussed in a previous paragraph.

#### 12. Administration of Plan

The plan is administered by a group of trustees comprising employees of the Company and independent persons who are Canadian Citizens.

#### 13. Integration with RRSP

The benefits payable from this plan are in addition to retirement benefits you may receive from other sources. However, the amount you can contribute to your personal Registered Retirement Savings Plan (RRSP) is affected by your participation in the Company pension plan. Starting in 1991 the Company will report a “pension adjustment” (PA) on your T4 slip each year. This PA is an amount that is based on the pension that is deemed earned in the plan during the year; it is calculated according to a complex formula by steps described in the Income Tax legislation. Your total RRSP contribution limits are inclusive of the PA’s deemed under the Company plan. Also starting in 1991, the Government will assist in calculating your RRSP limits for you and will provide you with this information late each year, based on your T4’s and tax return for the year.

#### 14. Claims or Questions

All claims or questions should be referred to the Trustees who may be contacted at 150 Ferrand Drive, Toronto, Ontario, M3C 3E5.

## LETTER OF UNDERSTANDING #1

*Between:*

G4S Cash Solutions (Canada) Ltd.  
2344 Queensway Street,  
Prince George, British Columbia, V2L 1M7

*And:*

National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada: (CAW Canada) Local 114

### Re: Employee Counselling

The Employer will provide employee counselling in cases that are very serious, i.e., high stress situation due to marital problems, etc.

Further, the Employer has a “set” program in place to deal with hold-ups. If for some unfortunate, unforeseen circumstance we are held up in the Prince George Region, the Employer will provide professional compulsory counselling to all employees involved.

Further, if an employee is affected over a period of time, this counselling will continue.

Agreed to this 12<sup>th</sup> day in the month of January, 2012 in the city of Prince George in the province of British Columbia

#### For The Employer

Debby Taylor  
Director, Employee & Labour Relations  
G4S Cash Solutions (Canada) Ltd.

Rob Murray  
Vice President, Western Canada  
G4S Cash Solutions (Canada) Ltd.

Ken Jensen  
Branch Manager  
G4S Cash Solutions (Canada) Ltd.

#### For The Union

Dale Quinn  
Unit Chairperson (G4S)  
CAW Local 114

Dave Bernier  
Bargaining Committee (G4S)  
CAW Local 114

Harry Moon  
Local Representative  
CAW Local 114

Stu Shields  
National Representative  
CAW Canada

## LETTER OF UNDERSTANDING #2

*Between:*

G4S Cash Solutions (Canada) Ltd.  
2344 Queensway Street,  
Prince George, British Columbia, V2L 1M7

*And:*

National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada: (CAW Canada) Local 114

### Re: Full-Time Employees

Regular full-time employees working shifts that are less than eight (8) hours will be paid for hours worked, provided that it is part of their regular scheduled work for the week.

Regular full-time employees who are required to work additional shifts and have not received forty (40) hours of regular pay for the week will be paid at straight time rates for the first eight (8) hours of work.

Full-time employees who work the 6th or 7th day will be paid at overtime rate, with a guaranteed minimum of four (4) hours work per day.

All part-time employees earning greater than forty (40) hours or equivalent on a regular basis shall be classified at full-time.

Agreed to this 12<sup>th</sup> day in the month of January, 2012 in the city of Prince George in the province of British Columbia

#### For The Employer

Debby Taylor  
Director, Employee & Labour Relations  
G4S Cash Solutions (Canada) Ltd.

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Vice President, Western Canada  
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Bargaining Committee (G4S)  
CAW Local 114

Harry Moon  
Local Representative  
CAW Local 114

Stu Shields  
National Representative  
CAW Canada

## LETTER OF UNDERSTANDING #3

*Between:*

G4S Cash Solutions (Canada) Ltd.  
2344 Queensway Street,  
Prince George, British Columbia, V2L 1M7

*And:*

National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada: (CAW Canada) Local 114

### Re: Pager Rates

#### Terrace Pager Rates

All Terrace employees who work pager shifts on weekday will be guaranteed minimum pay of twenty dollars (\$20.00) to carry the pager each day, any calls will be one (1) hours pay at Terrace on call rate. Any calls longer than the one (1) hour will be at the running time at on call rate.

All Terrace employees who work pager shifts on weekends will be guaranteed minimum pay of fifty dollar (\$50.00) per day on weekends, which will include one (1) call. Work above the one (1) call will be paid at the straight time ABM server rate of pay for Full-time/Part-time employees and casual rate of pay for casuals. Employee collecting fifty dollars (\$50.00) pager rate will be required to carry the activated pager for minimum of seven (7) hours.

The pager call out work will be first offered to employees who have not or will not receive guaranteed hours of work. In the event insufficient number of employees accepts such assignment, the employer reserves the right to assign the junior qualified employee. If the employee has worked eight (8) hours in the day then any calls that go above one (1) call will be paid at one and a half times (1.5) the ABM Server rate or casual rate of pay.

All in town Terrace calls are paid at Terrace on call rates as per current wage scale. It is agreed that all calls will be responded to within the allotted time.

#### Dawson Creek Pager Rates

Pager rate will be paid based on one (1) hour of current wage.

Saturday and Sunday pager rates will be paid based on two (2) hours of current wage.

Call out are \$60.00 per call with a \$75.00 per call to Grande Prairie.

Agreed to this 12<sup>th</sup> day in the month of January, 2012 in the city of Prince George in the province of British Columbia

**For The Employer**

Debby Taylor  
Director, Employee & Labour Relations  
G4S Cash Solutions (Canada) Ltd.

Rob Murray  
Vice President, Western Canada  
G4S Cash Solutions (Canada) Ltd.

Ken Jensen  
Branch Manager  
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**For The Union**

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Bargaining Committee (G4S)  
CAW Local 114

Harry Moon  
Local Representative  
CAW Local 114

Stu Shields  
National Representative  
CAW Canada

**LETTER OF UNDERSTANDING #4**

*Between:*

G4S Cash Solutions (Canada) Ltd.  
2344 Queensway Street,  
Prince George, British Columbia, V2L 1M7

*And:*

National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada: (CAW Canada) Local 114

**Re: Custodian Premium**

Effective February 1, 2014 the Custodian on the route shall be paid a premium of \$1.00 per hour over and above the hourly rate, for Dawson Creek, as established in this agreement.

Agreed to this 12<sup>th</sup> day in the month of January, 2012 in the city of Prince George in the province of British Columbia

**For The Employer**

Debby Taylor  
Director, Employee & Labour Relations  
G4S Cash Solutions (Canada) Ltd.

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